

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Rev. 1/13

IEI COMMONS USE AGREEMENT

This Use Agreement (“Agreement”) is made between North Carolina State University on behalf of its Institute for Emerging Issues (“NCSU”) and _____ (“Licensee”).

WHEREAS, NCSU owns and operates that area within the James B. Hunt Jr. Library (the “Library”) known as the IEI Commons (the “Facility”); and

WHEREAS, Licensee desires to use the Facility for the limited times and purposes set forth herein; and

WHEREAS, NCSU desires to permit Licensee’s use of the Facility pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Event Description.** This Agreement permits Licensee the temporary use of the Facility for the sole purpose of holding an event (the “Event”) as follows:

a. Title/Description:

b. Date: _____

c. Beginning and Ending Times: _____

d. Anticipated number of attendees: _____

e. Room Name: _____

2. **Use Fee.**

a. Licensee shall pay the sum of \$_____ for use of the Facility (the “Fee”). Licensee shall pay fifty percent (50%) of the Fee to NCSU simultaneous with the execution and delivery of this Agreement. The remaining Fee balance shall be due and payable no later than _____ days

following the Event. Fee payments shall be submitted to _____.

b. The Fee shall include the following:

i. Use of the Facility.

ii. Use of NCSU's audiovisual equipment as follows:

iii. Additional services:

3. **Parking.** Parking during peak hours (Monday through Friday, 7 a.m. – 6 p.m.) shall be charged to Licensee at the rate of \$_____. During non-peak hours (Monday through Friday 6 p.m. – 11 p.m.) and all day on Saturday and Sunday, parking shall be available to Licensee at no additional charge. Licensee shall submit payment for all parking charges to NCSU no later than _____.

4. **Food and Beverages.**

a. All food and beverages (including all alcoholic and nonalcoholic beverages) shall be provided by a vendor approved by NCSU, and Licensee shall contract separately with that vendor for those services. Other outside food and beverages are prohibited. No food or beverages may be taken from the Facility during or after the Event.

b. Alcoholic beverages may not be sold at the Facility at any time. If Licensee wishes to inquire about the possibility of serving alcoholic beverages at the Event, it may contact NCSU for further information and assistance regarding NCSU policy and regulations. Any required approvals shall be separately documented, and any required ABC permits shall be secured by Licensee.

5. **Security.** Security may be provided for the Event as necessary based on a security assessment conducted by NCSU Police. If the NCSU Police determine that special event security is required for the Event, Licensee shall be responsible for paying all costs for the security personnel and for other security measures including, but not limited to, barricades, metal detectors and parking control measures, as specified by the NCSU Chief of Police or designee.

6. **Licensee's Obligations.**

- a. **Staffing.** Unless otherwise agreed in writing, Licensee shall be solely responsible for staffing Event set-up, administration, and break down. NCSU shall provide adequate staffing to ensure the Facility is accessible and operational during these activities, and shall provide standard custodial services after the end of the Event. Licensee shall reimburse NCSU for any expenses reasonably incurred in providing any additional staffing or services necessary for Event set-up, administration, or break down, or for extraordinary custodial services necessary to return the Facility to its proper condition after the conclusion of the Event.
- b. **Licensee Property and Equipment.** At least five (5) days prior to the Event, Licensee shall provide to NCSU a description of all property, equipment, and decorations proposed to be used, displayed, or installed in the Facility in connection with the Event. NCSU reserves the right to approve all such property, equipment, and decorations at its sole discretion. Nothing may be affixed to the interior or exterior surfaces of the Facility without the prior written approval of NCSU. Licensee releases the State of North Carolina (the "State") and NCSU from all liability in connection with the placement of property in the Facility.
- c. **Attendees.** NCSU will rely on Licensee's anticipated number of attendees, stated herein, in preparing the Facility for the Event. Licensee shall provide updated attendance estimates to NCSU no later than _____ days prior to the Event. Note that the maximum number of attendees for an event in the Facility is _____, which shall be strictly enforced by NCSU.
- d. **Accommodations.** Licensee shall be responsible for providing reasonable accommodations to qualified persons with disabilities relating to participation in the Event.
- e. **Event Conclusion.** The Event and all use of the Facility shall terminate and the Facility be vacated no later than the time and dates stated in Section 1 of this Agreement. In the event the Facility is not vacated at such time, an additional fee may apply.
- f. **Reimbursement.** Licensee shall be solely responsible for all damages to buildings, grounds, and equipment, arising out of the conduct of the Event and use of the Facility and Library, including the actions of Event staff and attendees, and shall promptly reimburse NCSU the actual cost of repairing or replacing any such damaged property.
- g. **No Interference.** The Event shall not interfere with other uses of the Library, including ingress and egress.

- h. **Compliance With Applicable Law.** Licensee shall conduct the Event in an orderly manner in full compliance with all NCSU policies, regulations, rules, and practices and with all applicable municipal, state and federal laws.
- 7. **Abandoned Property.** Any property left at the Facility shall, after a period of ten (10) days from the end of the Event, be deemed abandoned and shall become property of NCSU to be disposed of or utilized at NCSU's sole discretion. Licensee shall be responsible for any disposal costs incurred by NCSU.
- 8. **Termination.**
 - a. Either party may terminate this Agreement without cause upon written notice to the other party up to thirty (30) days prior to the Event. In the event of such notice of termination without cause, NCSU shall refund to Licensee any portion of the Fee already paid, save any costs incurred by NCSU in the performance of this Agreement as of the date of termination, and the parties shall have no further obligations to each other.
 - b. In the event of cancellation of the Event by Licensee with fewer than thirty (30) days' notice, no refund of any portion of the Fee or associated expenses already paid to NCSU by Licensee under this Agreement shall be due, and Licensee shall be responsible for any costs incurred by NCSU in the performance of this Agreement as of the date of termination.
 - c. Licensee's failure to comply with any of the terms and conditions of this Agreement is grounds for immediate termination of this Agreement by NCSU. In the event of termination by NCSU as a result of a breach by Licensee, Licensee is obligated to make full payment of the Fee and any associated expenses under this Agreement. No refund of the Fee shall be due.
- 9. **Force Majeure.** If the Facility is rendered unsuitable for the conduct of the Event or if the Event itself must be cancelled by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of NCSU or Licensee, NCSU and Licensee are released from their obligations under this Agreement.
- 10. **Release and Indemnification.** Licensee releases and discharges NCSU from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the use of the Facility under this Agreement. Licensee shall indemnify, defend and save harmless the State and NCSU along with its officers, employees and agents, from any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and nature incurred, asserted or imposed against the State and/or NCSU by reason of any accident, injury (including

death), or damage to any person or property howsoever caused, arising from or connected with the Event.

11. **Insurance.** At all times during the use of the Facility, Licensee shall have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the state of North Carolina, covering the use contemplated by this Agreement with combined single limits of no less than \$500,000 per occurrence. Licensee shall name NCSU, including its trustees, officers, agents and employees as Additional Insureds for the said purpose and use of this Agreement. Licensee agrees that that the insurance shall be primary coverage and shall contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against NCSU. If applicable, Licensee shall also maintain Worker's Compensation insurance to meet the requirements of the Workers Compensation laws of North Carolina. Certificates of Insurance evidencing such insurance coverage shall be provided to NCSU no later than ___ days prior to the Event. This paragraph shall not apply to a Licensee that is an agency or governmental unit of the State of North Carolina or the United States of America.
12. **Logos and Marks.** Licensee will not use the logos, marks, or names of NCSU for any purpose without the prior written approval of NCSU, except to indicate location of the Event.
13. **Assignment.** This Agreement is personal and Licensee shall not assign this Agreement or any privileges granted hereunder, nor allow any other person, group, or entity to use the Facility during the time of the Event without the prior written consent of NCSU.
14. **Relationship of the Parties.** Licensee and its representatives, agents, contractors, and employees have no employment relationship, no joint venture nor partnership with NCSU with respect to the subject matter of this Agreement.
15. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NCSU:

If to Licensee:

16. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
17. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Wake County, North Carolina.
18. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

Licensee and NCSU have made this Agreement effective as of the date of the last signature below as indicated by the signatures of their authorized representatives.

LICENSEE

NORTH CAROLINA STATE UNIVERSITY
Institute for Emerging Issues

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Authorized by:

Name: _____
Title: Director of Purchasing
Date: _____